

23-614 CANCELLING THE PROCUREMENT PROCESS AFTER OPENING 23-614

- .1 The procurement process may be canceled after opening, but prior to award when the contracting officer determines that cancellation is in the best interest of the county for reasons such as those listed below.

HANDBOOK BEGINS HERE

- .11 Inadequate, ambiguous, or otherwise deficient specifications were cited in the IFB or RFP.
- .12 The services are no longer required.
- .13 All otherwise acceptable bids or proposals received are at unreasonable prices.
- .14 The bids or proposals were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
- .15 The bids or proposals received did not provide competition adequate to ensure reasonable prices in accordance with county resources or generally accepted prices.
- .16 No bid or proposal is received which meets the minimum requirements of the IFB or RFP.
- .17 The county determines after analysis of the bids or proposals, that its needs can be satisfied by a less expensive method.

HANDBOOK ENDS HERE

- .2 All bidders shall be notified in writing of the specific reasons when a county rejects all bids or proposals.

23-615 REJECTION OF BIDS OR PROPOSALS 23-615

- .1 Any bid or proposal which fails to conform to the essential requirements of the bidding document, such as specifications or the delivery schedule, shall be rejected as nonresponsive. Bids or proposals submitted by bidders which do not meet the requirements regarding responsibility specified in Section 23-620 shall also be rejected.
- .11 When rejecting a bid or proposal, the county shall notify each unsuccessful bidder that the bid or proposal has been rejected.

23-615 REJECTION OF BIDS OR PROPOSALS (Continued)	23-615
---	--------

.12 A bid or proposal should not be rejected when it contains a minor irregularity or when a defect or variation in the bid or proposal is immaterial or inconsequential.

.121 A minor irregularity means a defect or variation which is merely a matter of form and not of substance, such as:

HANDBOOK BEGINS HERE

(a) Failure of the bidder to return the required number of copies.

(b) Apparent clerical errors.

HANDBOOK ENDS HERE

.122 Immaterial or inconsequential means that the defect or variation is insignificant as to price, quantity, quality, or delivery when contrasted with the total costs or scope of the services being procured.

.123 The county shall give the bidder an opportunity to cure any deficiency resulting from a minor irregularity, immaterial or inconsequential defect in a bid or proposal, or the county may waive such deficiency, whichever is most advantageous to the county.

23-616 INFORMATION REGARDING RESPONSIBILITY OF CONTRACTORS	23-616
--	--------

.1 Generally, information regarding the responsibility of a prospective contractor (see Section 23-601.24), including preaward surveys if needed, shall be obtained promptly after bid opening.

HANDBOOK BEGINS HERE

.11 Sources for obtaining information regarding the responsibility of prospective contractors include but are not limited to:

.111 Any list of disbarred, suspended, or ineligible individuals or organizations.

HANDBOOK CONTINUES
